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FILED

JUL 20 2017

B. PARIS  
Deputy Clerk

Attorney for Plaintiffs

8 MONTANA SECOND JUDICIAL DISTRICT COURT IN AND  
9 FOR SILVER BOW COUNTY, STATE OF MONTANA

10 SHARON HOWARD and FRANK  
11 HOWARD,

12 Plaintiffs,

13 vs.

14 INTERSTATE DISTRIBUTOR CO.,  
15 CHARLES BROWN, and JOHN DOES 1  
16 through 10,

17 Defendants.

Cause No. DV-17-244

KURT KRUEGER

Judge, Dept. 1

COMPLAINT AND DEMAND FOR  
JURY TRIAL

SUMMONS ISSUED

18 COME NOW, THE ABOVE-NAMED Plaintiffs, SHARON HOWARD and FRANK  
19 HOWARD, by and through their counsel of record Robert G. McCarthy, and for their cause of  
20 action against the Defendants, allege as follows:

GENERAL ALLEGATIONS

- 21 1. Plaintiffs SHARON HOWARD and FRANK HOWARD (hereinafter "S. Howard  
22 and F. Howard respectively") are husband and wife and were at all times mentioned  
23 in this Complaint, residents of Butte-Silver Bow County, State of Montana.  
24 2. Defendant INTERSTATE DISTRIBUTOR CO. (hereinafter "Interstate") was at all  
times mentioned in this Complaint, an interstate trucking company with its

1 principal place of business in Tacoma, Washington, and doing business in the State  
2 of Montana.

3 3. Defendant CHARLES BROWN (hereinafter "Brown") was at all times mentioned  
4 in this Complaint, and to the best of Plaintiffs' knowledge, a resident of the State  
5 of Washington and an employee of Defendant Interstate.

6 4. Defendants John Does 1 through 10 are individuals, named herein who may be  
7 identified later by Plaintiffs or other Defendants, who may be legally responsible  
8 to Plaintiff for the injuries sustained in the accident which is the subject of this  
9 litigation.

10 5. This Court has jurisdiction over this matter.

11 6. Silver Bow County, State of Montana is a proper venue for this action.

12 7. This lawsuit results from a collision that occurred at the Intersection of Montana  
13 Street and Front Street in Butte, Montana on March 26, 2015.

14 8. Plaintiffs were at the stop light at the Intersection of Montana Street and Front  
15 Street in the inside lane on Montana Street waiting for the light. Defendant Brown  
16 was driving the semi/tractor-trailer owned by Interstate Distributor Co. and was  
17 making a right hand turn off of Montana Street onto Front Street, when the trailer  
18 of the semi caught the Plaintiff's vehicle on the passenger side directly behind the  
19 passenger side door and dragged the Plaintiff's vehicle several feet before stopping.

20 **COUNT I. NEGLIGENCE AGAINST BROWN**

21 9. Plaintiffs reincorporate allegations 1-8 herein as if set forth in their entirety.

22 10. At the time of the accident, Brown had a duty to exercise ordinary care and  
23 operate his vehicle reasonably and prudently.  
24

1 11. Brown breached that duty in that he failed to drive his vehicle in a safe and prudent  
2 manner failing to make a proper right hand turn in a commercial truck causing a  
3 collision with the Plaintiffs' vehicle and causing Plaintiffs' vehicle to be dragged  
4 behind the commercial vehicle.

5 12. As a proximate result of Brown's negligence, Plaintiffs suffered physical pain and  
6 injuries, mental anguish in the past and in the future, lost earnings, damage to  
7 earning capacity, physical impairment in the past and future, medical expenses in  
8 the past and future, and loss of household services in the past and future.

9 **COUNT II—RESPONDEAT SUPERIOR**

10 13. Plaintiffs reincorporate allegations 1-12 herein as if set forth in their entirety.

11 14. The Plaintiffs sustained personal injury and damages due to the negligence of the  
12 employee of Interstate Distributor Co.

13 15. Brown was acting in the course and scope of his employment when operating  
14 Interstate's semi on March 26, 2015.

15 16. As a proximate result of the negligence of Interstate's employee, Plaintiffs suffered  
16 physical pain and injuries, mental anguish in the past and in the future, lost earnings,  
17 damage to earning capacity, physical impairment in the past and future, medical  
18 expenses in the past and future, and loss of household services in the past and future.

19 **COUNT III—NEGLIGENT HIRING, SELECTION, DIRECTION**  
20 **AND SUPERVISION OF DEFENDANT INTERSTATE DISTRIBUTOR CO.**

21 17. Plaintiffs reincorporate allegations 1-16 herein as if set forth in their entirety.

22 18. Defendant Interstate owed a duty to the general public, including, but not limited  
23 to Sharon and Frank Howard, to exercise reasonable care in selecting the entities  
24 and individuals who would be used to transport loads for Interstate on public  
roadways from its base of operations to all locations Nationwide. Particularly,

1 Interstate owed a duty to use reasonable care in hiring skilled and competent  
2 contractors/drivers.

3 19. At all relevant times, Brown was not a skilled and competent contractor/driver in  
4 the use of commercial motor vehicles, including the subject tractor-trailer semi, in  
5 transporting cargo and/or loads on city streets in Butte, Montana. Brown was not  
6 a skilled and competent contractor/driver in that:

7 a. He failed to adhere to the regulations and other laws applicable to the operation  
8 of commercial motor vehicles on city streets in Butte, Montana; and

9 b. He lacked the requisite degree of knowledge, training, and experience to operate  
10 the tractor-trailer semi in a safe and non-negligent manner on public roadways.

11 20. Defendant Interstate knew or should have known, in the exercise of reasonable care,  
12 that Brown was not a skilled and competent contractor/driver. Particularly,  
13 Interstate had the opportunity, necessary resources (including publicly available  
14 sources) and employees with knowledge sufficient to investigate the skill and  
15 competence of Brown yet chose not to undertake any such investigation.

16 21. Defendant Interstate is liable for the negligent actions of Brown because he was not  
17 a skilled and competent contractor/driver in the use of commercial vehicles  
18 transporting cargo/loads on city streets in Butte, Montana.

19 22. Defendant Interstate is liable for the negligent actions of Brown because Interstate  
20 did not exercise reasonable care in selecting and hiring Brown to transport  
21 cargo/loads on public roadways, including Interstate 90 near Butte, Montana.

22 23. Interstate is further liable for the actions of Brown in that at the time of the subject  
23 collision, Brown was engaged in an activity which Interstate knew, or should have  
24 known, in the exercise of reasonable care, constituted an inherent danger and risk

1 of harm to others unless extreme caution was taken. In particular, Interstate knew,  
2 or should have known, Brown presented an inherent danger and risk of harm to the  
3 motoring public, including Plaintiffs.

4 24. Interstate is liable for the actions of Brown and was aware he was inexperienced  
5 and not properly trained to drive on public roadways including the city streets of  
6 Butte, Montana.

7 25. Interstate was negligent in failing to advise of the inherent danger and risk of harm  
8 to the motoring public, including the Plaintiffs, created by Brown's inexperience  
9 on March 26, 2015.

10 26. Interstate was further negligent in failing to advise Brown of the extreme caution  
11 which should be taken to limit the inherent danger and risk of harm to the motoring  
12 public, including the Plaintiffs, on the city streets of Butte, Montana on or about  
13 March 26, 2015.

14 27. Interstate was further negligent in failing to ensure that Brown had knowledge of  
15 and adhered to the regulations and other laws applicable to the operation of  
16 commercial motor vehicles on Montana roadways, as well as Interstate's own  
17 safety/training materials and standard operating procedures.

18 28. Interstate's negligent hiring, selection, direction, training, and supervision of  
19 Brown directly and proximately caused and contributed to cause Sharon and Frank  
20 Howard to sustain severe and permanent injuries, suffer mental anguish in the past  
21 and future, suffer lost earnings, suffer damage to earning capacity, physical  
22 impairment in the past and future, medical expenses in the past and future, sustain  
23 loss of household services in the past and future, and suffer impairment to their  
24 marital relationship and sustain losses of consortium.

**COUNT IV—INTERSTATE'S VOLUNTARY/GRATUITOUS UNDERTAKING**

29. Plaintiff reincorporates allegations 1-28 herein as if set forth in their entirety.

30. In the alternative, and to the extent it is determined that no duty was imposed by law on Interstate Distributor Co. with respect to the Howards, Plaintiffs allege that through its negotiation, contracting and interaction with Brown, Interstate undertook, gratuitously or for consideration, certain legal duties, including matters which it recognized or should have recognized, exercising reasonable care, were necessary for the protection of the motoring public, including the Howards. Particularly, Interstate voluntarily undertook to direct, monitor, supervise, and train Brown to:

- a. Complete certain documentation generated and required by Interstate to monitor the work performed by Brown;
- b. Comply with the requirements of all federal and state laws applicable to all drivers of commercial motor vehicle drivers;
- c. Identify and register all employees who would be performing work on behalf of Defendant Interstate;
- d. Follow the directions and orders of Interstate; and
- e. Perform all work in accordance with Interstate's Standard Operating Procedure, training guides and rules.

31. Interstate failed to exercise reasonable care and was negligent in performing the duties it voluntarily assumed, including the direction, monitoring, supervision and training of Brown.

32. Interstate's negligence and failure to exercise reasonable care in the duties it voluntarily assumed directly and proximately caused and contributed to cause the

Howards to sustain severe and permanent injuries. Particularly, Interstate's negligence and failure to exercise reasonable care in the duties it voluntarily assumed increased the risk of harm to the Howards and the motoring public.

33. Interstate is further liable to The Howards by and through its negotiation, contracting and interaction with Brown undertook to perform and control the direction, monitoring, supervision and training of Brown.

34. As a direct and proximate result of the negligent acts and/or omissions of Interstate, The Howards suffered severe and permanent injuries, mental anguish in the past and future, lost earnings, damage to earning capacity, physical impairment in the past and future, medical expenses in the past and future, and loss of household services in the past and future.

#### COUNT V: LOSS OF CONSORTIUM

35. Plaintiff reincorporates allegations 1-34 herein as if set forth in their entirety.

36. As a direct and proximate result of Defendants' negligence and breach of duty, Sharon Howard suffered injuries, including, but not limited to, physical, social, vocational and emotional injuries, incurred medical expenses, lost income, lost earning capacity, lost vocational ability, lost ability to perform household tasks, suffered permanent physical impairment of normal physical function and movement and ability to recovery from physical exertion; suffered an impairment of her marital relationship; suffered a loss of her established course of life; and suffered other losses to be proven at trial, all of which are recoverable from Defendants.

37. As a direct and proximate result of Defendants' negligence and breach of duty, Sharon Howard, individually and Frank Howard as Sharon's spouse, both suffered



1 damages, losses and impairments including, but not limited to, loss of consortium;  
2 loss of household income while injured and caring for the injured spouse; the  
3 impairment of the intimate relationship existing between them; impairment of the  
4 physical, social and psychological contribution to the operation and function of  
5 their household and family unit; impairment to their level of enjoyment of the  
6 activities that they enjoyed together, including, but not limited to, all work and  
7 social activities; to simply enjoying each other's company; free of pain and worry  
8 of physical pain or possible economic hardship caused by the injuries suffered by  
9 Sharon Howard; loss of pain free enjoyment of cooking and dining together,  
10 attending church, family events, and outings; enjoying recreational activities and  
11 planning them; enjoying hobbies together and apart; enjoying time with their  
12 children and family; being able to help their children that needed their full physical  
13 abilities; enjoying yard work; loss of enjoyment of life without worrying about pain  
14 and aches that were never a previous concern; loss of enjoying gardening; loss of  
15 enjoying a hard day's work in the lifestyle they had chosen for themselves and had  
16 worked decades to achieve, without fearing that Sharon Howard's physical injury  
17 will cause her pain and eventually the inability to do what she enjoyed; loss of the  
18 same level of enjoying vacations due to the loss of comfort and abilities; loss of  
19 their normal everyday sense of safety, comfort and general happiness, all of which  
20 are recoverable from Defendants.

21 WHEREFORE and for these reasons, Plaintiffs ask that the Defendants be cited to appear  
22 and answer and upon trial of this matter that the Plaintiffs have judgment against the Defendants  
23 for:

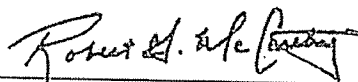
24 1. Actual damages;



2. Punitive damages;
3. Prejudgment and post judgment interest as allowed by law;
4. Cost of suit; and
5. Any all other such relief as the Court deems just and proper.

DATED this 18<sup>th</sup> day of July, 2017.

McCARTHY LAW, P.C.



ROBERT G. McCARTHY  
Attorney for Plaintiff

**DEMAND FOR JURY TRIAL**

Come now the Plaintiffs and hereby demand a jury trial on all issues of fact in this case.

Dated this 18<sup>th</sup> day of July, 2017.

McCARTHY LAW, P.C.



ROBERT G. McCARTHY  
Attorney for Plaintiff

VERIFICATION

STATE OF MONTANA

)  
:ss  
)

County of Silver Bow

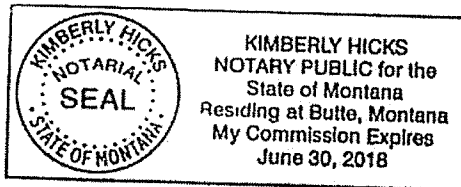
The undersigned hereby verify that the facts and information contained in the foregoing COMPLAINT AND DEMAND FOR JURY TRIAL is true and correct to the best of their knowledge and belief.

DATED this 17<sup>th</sup> day of July, 2017.

By Sharon Howard  
SHARON HOWARD

By Frank Howard  
FRANK HOWARD

Subscribed and sworn to before me this 17<sup>th</sup> day of July, 2017.



Kimberly Hicks  
Notary Public for the State of Montana  
Printed Name: Kimberly Hicks  
Residing at Butte  
My Commission Expires 06/30/2018

Robert G. McCarthy, Esq.  
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Attorney for Plaintiffs

MONTANA SECOND JUDICIAL DISTRICT COURT IN AND  
FOR SILVER BOW COUNTY, STATE OF MONTANA

SHARON HOWARD and FRANK  
HOWARD,

Plaintiffs,

vs.

INTERSTATE DISTRIBUTOR CO.,  
CHARLES BROWN, and JOHN DOES 1  
through 10,

Defendants.

)  
)  
) Cause No. DV-17-244  
) Hon. Kurt Krueger  
)  
) **NOTICE OF A LAWSUIT AND**  
) **REQUEST TO ACKNOWLEDGE AND**  
) **WAIVE SERVICE OF A SUMMONS**  
)  
)  
)

**TO:** Interstate Distributor Co.  
11707 21<sup>st</sup> Avenue CT S  
Tacoma, Washington 98444

**Why are you getting this?**

A lawsuit has been filed against you, or the entity(ies) you represent, in this Court under the number shown above. A copy of the Complaint is attached.

This is not a summons, or an official notice from the Court. It is a request that, to avoid expenses, you acknowledge and waive formal service of a summons by signing and returning the enclosed acknowledgment and waiver. To avoid these expenses, you must return the signed acknowledgment and waiver within 21 days (42 days if you are the State of Montana, a state agency, or a state officer or employee) from the date shown below, which is the date this notice was sent. Two copies of the acknowledgment and waiver are enclosed, along with a stamped, self-addressed envelope, for returning one copy. You may keep the other copy.

**What happens next?**

If you return the signed acknowledgment and waiver, I will file it with the Court. The action will then proceed as if you had been served on the date the waiver is filed, but no summons will be served on you and you will have 21 days from the date you sign the acknowledgment and waiver (42 days if you are the State of Montana, a state agency, or a state officer or employee sued in an official capacity) to answer the Complaint.

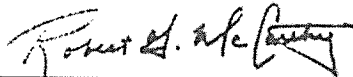
If you do not return the signed acknowledgment and waiver within the time indicated, I will arrange to have the summons and complaint served on Crossroads Correctional Center and I will ask the Court to require you, or the entity you represent, to pay the expenses of making service.

Please read the enclosed statement about the duty to avoid unnecessary expenses.

I certify that this request is being sent to you on the date below.

Date:

8/2/17



Robert G. McCarthy  
1940 Dewey Blvd., Ste. A  
Butte, Montana 59701  
(406) 494-2500  
bob@mccarthyllaw.net

### **Duty to Avoid Unnecessary Expenses of Serving a Summons**

Rule 4 of the Montana Rules of Civil Procedure has a provision to avoid the unnecessary expenses of serving a summons and complaint. A defendant who fails to return a signed acknowledgment and waiver of service requested by a plaintiff will be required to pay the expenses of services, unless the defendant shows good cause for the failure.

“Good cause” does *not* include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the Court has no jurisdiction over this matter or over the defendant or the defendant’s property.

If the acknowledgment and waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the acknowledgment and waiver from, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the Court.

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[bob@mccarthylaw.net](mailto:bob@mccarthylaw.net)

Attorney for Plaintiffs

MONTANA SECOND JUDICIAL DISTRICT COURT IN AND  
FOR SILVER BOW COUNTY, STATE OF MONTANA

SHARON HOWARD and FRANK  
HOWARD,

Plaintiffs,

vs.

INTERSTATE DISTRIBUTOR CO.,  
CHARLES BROWN, and JOHN DOES 1  
through 10,

Defendants.

)  
)  
) Cause No. DV-17-244  
) Hon. Kurt Krueger  
)  
) **ACKNOWLEDGMENT AND WAIVER**  
) **OF SERVICE OF A SUMMONS**  
)  
)  
)  
)

TO: Robert G. McCarthy

I have received your request to acknowledge and waive service of a summons in this action along with a copy of the Complaint, two copies of this acknowledgment and waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity(ies) I represent, agree to save the expense of serving a summons and complaint in this case.

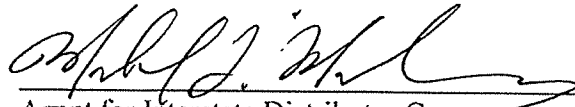
I understand that I, or the entity(ies) I represent, will keep all defenses or objections to the lawsuit, the Court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity(ies) I represent, must file and serve an answer or a motion under Montana Rules of Civil Procedure, Rule 12, within 21 days from the date I sign this acknowledgment and waiver form (or 42 days if I am signing on behalf of the State of Montana, a state agency, or a state officer or employee).

**Acknowledgment and Waiver of Service of a Summons-1**

If I fail to do so, a default judgment will be entered against me or the entity(ies) I represent.

Date: Aug 21, 2017

  
\_\_\_\_\_  
Agent for Interstate Distributor Co  
Attorney

Marshal L. Mickelson

Printed Name

P.O. Box 509, Butte, MT 59703

Address

mmick@cpklawmt.com

E-mail Address

406-782-5800

Telephone Number



Marshal L. Mickelson  
Clark R. Hensley  
CORETTE BLACK CARLSON & MICKELSON  
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[chensley@cpklawmt.com](mailto:chensley@cpklawmt.com)

**FILED**  
**SEP 11 2017**  
Tom Powers, Clerk  
By \_\_\_\_\_  
Deputy Clerk

Attorneys for Defendants

**MONTANA SECOND JUDICIAL DISTRICT COURT, SILVER BOW COUNTY**

SHARON HOWARD and FRANK  
HOWARD,

Plaintiffs,

v.

INTERSTATE DISTRIBUTOR CO.,  
CHARLES BROWN, and JOHN DOES 1  
through 10,

Defendants.

No. DV-17-244-KK

**ANSWER OF DEFENDANTS  
INTERSTATE DISTRIBUTOR AND  
CHARLES BROWN**

COME NOW defendants Interstate Distributor Co. and Charles Brown, by and through their counsel of record, Corette Black Carlson & Mickelson, and for their Answer to plaintiffs' Complaint admit, deny, and allege as follows.

**GENERAL ALLEGATIONS**

1. Admit based on information and belief.
2. Admit.
3. Admit.
4. Defendants lack knowledge or information sufficient to form a belief as to the truth of said allegations contained in paragraph 4 and therefore deny the same.

5. Admit.

6. Admit.

7. Admit.

8. Defendants admit a collision occurred between the trailer owned by Interstate Distributor and plaintiffs' vehicle. Defendants deny the remaining allegations contained in paragraph 8.

#### **COUNT I - NEGLIGENCE AGAINST BROWN**

9. Defendants reallege and incorporate their responses to paragraphs 1-8 as set forth above.

10. Paragraph 10 is a statement of law and as such, no response is necessary. To the extent a response is necessary, defendants deny said allegations.

11. Defendants admit Brown negligently operated his vehicle and caused a collision with plaintiffs' vehicle. Defendants deny the remaining allegations contained in paragraph 11.

12. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 12 and therefore deny the same.

#### **COUNT II – RESPONDEAT SUPERIOR**

13. Defendants reallege and incorporate their responses to paragraphs 1-12 as set forth above.

14. Deny.

15. Admit.

16. Deny.

**COUNT III – NEGLIGENT HIRING, SELECTION, DIRECTION, AND SUPERVISION OF DEFENDANT INTERSTATE DISTRIBUTOR CO.**

17. Defendants reallege and incorporate their responses to paragraphs 1-16 as set forth above.

18. Paragraph 18 contains a statement of law and therefore no response is necessary. To the extent a response is necessary, defendants deny said allegations.

19. Deny.

20. Deny.

21. Deny.

22. Deny.

23. Deny.

24. Deny.

25. Deny.

26. Deny.

27. Deny.

28. Deny.

**COUNT IV – INTERSTATE'S VOLUNTARY/GRATUITOUS UNDERTAKING**

29. Defendants reallege and incorporate their responses to paragraphs 1-28 as set forth above.

30. Deny.

31. Deny.

32. Deny.

33. Deny.

34. Deny.

### **COUNT V – LOSS OF CONSORTIUM**

35. Defendants reallege and incorporate their responses to paragraphs 1-34 as set forth above.

36. Deny.

37. Deny.

38. Defendants deny each and every allegation not specifically admitted herein.

### **AFFIRMATIVE DEFENSES**

1. At this time defendants have no information on the alleged injuries and damages of plaintiffs; however, plaintiffs have a duty to mitigate their damages and to the extent they have not, defendants are not responsible for any injuries or damages caused by plaintiffs' failure to mitigate their damages.

2. Plaintiffs' injuries, if any, are an aggravation to a pre-existing condition.

3. At this time defendants lack complete information on the alleged injuries or damages of plaintiffs; however, to the extent plaintiffs' injuries or damages are an aggravation to a preexisting condition, defendants are not responsible to the extent the conditions can be apportioned.

4. Plaintiffs' alleged injuries or damages, if any, were caused by prior or subsequent injuries, illnesses, or defects for which defendants are not responsible or liable or said conditions should be apportioned as to any condition caused by the acts, if any, of defendants.

5. If plaintiffs have received or may receive payment for the damages in their Complaint from a collateral source as defined in Mont. Code Ann. § 27-1-307, plaintiffs'


recovery must be reduced by the amount paid or payable from the collateral source pursuant to Mont. Code Ann. § 27-1-308.

**WHEREFORE**, defendants pray for judgment as follows:

1. Judgment be entered in plaintiffs' favor for no more than the amount of damages, if any, actually incurred as a result of defendants' negligence;
2. For any further relief which the court deems just and proper under the circumstances.

DATED this 11th day of September, 2017.

CORETTE BLACK CARLSON & MICKELSON

By   
P.O. Box 509  
Butte, MT 59703

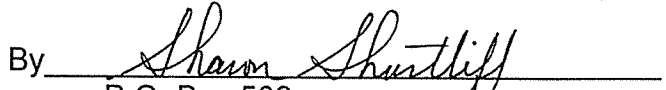
Attorneys for Defendants

**CERTIFICATE OF SERVICE**

This is to certify that the foregoing was duly served upon counsel of record at their address or addresses this 11th day of September, 2017.

Robert G. McCarthy  
McCarthy Law, P.C.  
1940 Dewey Blvd., Suite A  
Butte, MT 59701

CORETTE BLACK CARLSON & MICKELSON

By   
P.O. Box 509  
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Clark R. Hensley  
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FILED  
OCT 11 2017  
Tom P...  
Deputy Clerk

Attorneys for Defendants

**MONTANA SECOND JUDICIAL DISTRICT COURT, SILVER BOW COUNTY**

SHARON HOWARD and FRANK  
HOWARD,

Plaintiffs,

v.

INTERSTATE DISTRIBUTOR CO.,  
CHARLES BROWN, and JOHN DOES 1  
through 10,

Defendants.

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\*

No. DV-17-244-KK

**DEFENDANTS' REQUEST FOR  
STATEMENT OF CLAIM**

TO: Plaintiffs above named and their counsel of record

You are hereby requested, pursuant to Montana Code Annotated § 25-4-312, to provide a statement within fifteen (15) days hereof setting forth the nature and amount of damages being sought in this action.

DATED this 11th day of October, 2017.

CORETTE BLACK CARLSON & MICKELSON

By 

P.O. Box 509  
Butte, MT 59703

Attorneys for Defendants

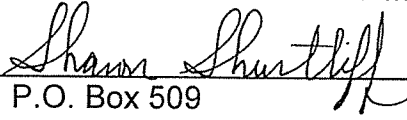
**CERTIFICATE OF SERVICE**

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Robert G. McCarthy  
McCarthy Law, P.C.  
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Butte, MT 59701

CORETTE BLACK CARLSON & MICKELSON

By

  
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